

Reimbursable Agreement  
Between  
U.S. Fish and Wildlife Service  
&  
Department of Natural Resources  
State of Michigan

I. AGREEMENT NUMBER: 32141-02-J010

II. AGREEMENT RECIPIENT: Chief, Fisheries Division  
Department of Natural Resources  
Box 30028  
Lansing, MI 48909

III. AUTHORITY:

This agreement between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the Service) and the Michigan Department of Natural Resources (hereinafter referred to as "MIDNR") is hereby entered into under the authority of the Fish and Wildlife Coordination Act of 1956, as amended (16 U.S.C. 742a-742j; 70 STAT. 1119). This document establishes a working relationship between the two parties for the purpose of protecting the health of managed salmonids within the Great Lakes basin, and supporting the Great Lakes Fish Disease Control Policy and Model Program of the Great Lakes Fishery Commission.

IV. PURPOSE:

This agreement is intended to provide laboratory services including processing and examination of salmonid samples for the isolation and identification of the parasite *Myxobolus cerebralis*. Samples will be collected by MIDNR personnel from free-ranging salmonid populations. Approximately 48 lots (lot=60 fish) of fish from 40-50 sites per year will be collected by MIDNR personnel and processed at the La Crosse Fish Health Center, Onalaska, WI.

V. BACKGROUND:

The Service and MIDNR have engaged in cooperative efforts for many years to prevent, minimize, or control the spread of serious infectious diseases within the Great Lakes basin. Disease outbreaks have caused losses in salmonid hatcheries and the potential exists for such losses to occur in feral Great Lakes salmonid populations. This agreement provides for the continuation of cooperative efforts to minimize effects of fish diseases in the Great Lakes.

VI. SCOPE:

The Service and MIDNR shall furnish the necessary personnel, material, services, facilities and otherwise perform all things necessary for or incident to the performance in accordance with the following statement of work.

The Services's La Crosse Fish Health Center will process and assay fish tissue samples for the presence of certifiable fish pathogens using procedures as listed in the American Fisheries Society's Fish Health Blue Book, "Selected Procedures for the Detection and Identification of Certain Finfish and Shellfish Pathogens", Fourth edition 1994 John C. Thoesen, Editor.  
Specifically, the Service will:

-Provide laboratory examinations for detection of Whirling Disease and Viral Diseases (IPNV, IHNV, VHSV) on lots of salmonid tissues and collected by MIDNR personnel from free-ranging fish populations.

-Perform confirmatory or other specialized tests needed to substantiate or refute the results of diagnostic work. Presumptive tests for Whirling Disease will be confirmed by in vitro amplification of DNA by the Polymerase Chain Reaction (a site will be considered positive based on 1 or more fish being positive using PCR).

-Provide fish health laboratory reports of results within 2 weeks following completion of all testing for each sample lot received.

Specifically, MIDNR will:

- MIDNR will agree to pay "up front" for laboratory services provided by the La Crosse Fish Health Center for Whirling Disease examination, processing and reporting only.

-Coordinate with Service Biologists and provide information on fish collection location (by city, county, state and GPS coordinates) and sample sizes with shipped samples.

-Collect fish samples in the following lengths as agreed: 3.5 to 7 inches preferred, with a maximum length of 9.5 inches.

-Pay all shipping costs and provide all necessary materials to send whole fish samples properly packaged, to the La Crosse Fish Health Center, Onalaska, WI in a condition acceptable to the Service. The Center will provide MIDNR with specific shipping and packaging guidelines.

-Provide annual reimbursement to the Service in accordance with the schedule described in Section IX.

VII. PERIOD OF PERFORMANCE:

The period of performance of this agreement is for three years from October 1, 2001 to September 30, 2004. This Agreement will expire at the end of the specified period of performance unless formally modified and extended. If, at the end of three years, the re-evaluation of the relationship between the parties concludes that the efforts should be continued, the Agreement may be extended by mutual agreement of both parties or, preferable, a new Agreement prepared and executed between the parties.

VIII. AGREEMENT AMOUNT:

A. Total (Not-to-exceed) Amount: \$60,000.00

B. Total Amount Of Reimbursement by Fiscal Year:

FY 2002 - \$20,000.00

FY 2003 -Exact amount to be determined annually by Letter of Intent

FY 2004 - Exact amount to be determined annually by Letter of Intent

IX. PAYMENT PROVISIONS:

A. Intergovernmental Cooperation Act (31 U.S.C. 6505). Authorizes Federal agencies to provide specialized or technical services to State and local governments. Under Federal regulations, a Federal agency must receive a valid reimbursable agreement and advance payment before incurring obligations and expenditures. Period of Performance (Section VII) of this Agreement for work accomplished during that period.

B. MIDNR will prepare or cause to be prepared through internal financial processes, a check for advance payment to the Service for performing all work activities described in Section VI.

C. Reimbursable funding levels for each fiscal year are defined in Section VIII. These funding levels can be adjusted on an annual basis through a Statement of Intent.

X. PROJECT OFFICERS:

A. U.S. Fish and Wildlife Service  
Richard C. Nelson, Project Leader  
La Crosse Fish Health Center

B. Michigan Department of Natural Resources  
John G. Hnath, Project Leader  
Fish Health Lab

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XI. TERMS AND CONDITIONS:

The U.S. Fish and Wildlife Service General Provisions for Grant and Cooperative Agreements are applicable to this agreement.

XII. MODIFICATION:

Modifications or renewals may be proposed at any time during the period of performance by either party and shall become effective upon approval by both parties. This Agreement, unless otherwise modified or renewed, is scheduled for completion on September 30, 2004. It may be terminated at any time prior to that upon thirty days written notice by either party to the agreement or by mutual consent of both parties.

XIV. SPECIAL PROVISIONS:

In the event the Project Officer for either party to this agreement should change, the party incurring the change shall notify the other by written memorandum within 60 days. The memorandum will specify the new Project Officer and be included in this Agreement as an addendum.

Nothing contained in this Agreement shall abrogate the statutory responsibility or authority of either signatory agency.

IN WITNESS WHEREOF, the parties hereto have caused this Reimbursable Agreement to be executed as of the date therein written.

U.S. Fish and Wildlife Service  
Project Leader  
La Crosse Fish Health Center

Michigan Department of Natural Resources  
Chief, Fisheries Division

Signature

Signature

Date

Date